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April 9, 1999

VIA FACSIMILE

Mr. Bradley P. Pollock
Bell & Pollock
26 W. Dry Creek Circle
Littleton, CO 80120

Re: Global Pilot Platform Patent Application
Our File No. 10655.7117

Dear Mr. Pollock:

We received your letter dated March 15, 1999, but we again have not received the executed declarations and assignments from your clients by the requested date. Additionally, as previously stated, Snell & Wilmer Law Firm is American Express' patent counsel and we have not been retained as employment counsel for any potential employment related issues between your clients and American Express. If you have any employment related questions, please contact Ms. Judith Moldover at American Express, 49th Floor, 200 Vesey Street, New York, New York 10285.

Furthermore, I must clarify some misunderstandings. Our previous correspondence does not "threaten" anyone, but merely sets forth long-established (since 1890) invention ownership case law from the United States Supreme Court. *Solomons v. United States*, 137 U.S. 342, 11 S. Ct. 88, 89, 34 L.Ed. 667 (1890); *Wireless Specialty Apparatus Company v. MICA Condenser Company*, 239 Mass. 158, 131 N.E. 307, 308 (1921). Particularly, the employer is the owner of any inventions when the employees were instructed by the employer to invent a certain product or the employees acted within the scope of their duties. Additionally, a written agreement to assign an employee's invention is not required. In this case, American Express authorized Michael Blandina, Robert Berry and Mari Belczynski to invent the Global Pilot Platform and the development of the Global Pilot Platform was well within the scope of your clients' duties.

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Based on the foregoing, I hope you can appreciate that we have not "ignored" your requests for employment documents; rather, we have consistently advised you of the distinction between your clients' legal obligation with respect to the patent issue (which does not require any written agreements or documents) and the unrelated employment issues. As such, we contest your assertion of "bad faith" because Ms. Rinearson properly referred you to my office to resolve the patent issues and I properly referred you to American Express' in-house employment counsel to resolve any potential employment issues.

With respect to American Express' continued prosecution of its patent application, American Express is complying with all patent statutes and procedures, so your second assertion of "bad faith" is misplaced and is apparently based upon some misunderstandings of the Patent Laws.

As you can appreciate, your clients' execution of the declarations and assignments is necessary to prevent additional unnecessary cost and expense to American Express. Thus, we hereby demand that your clients execute the declarations and assignments and return them to my office before April 15, 1999, or we will be forced to proceed with the prosecution of the patent application, pursuant to Rule 47 of the Patent Laws, without your clients' participation. As previously stated in my earlier correspondence, we are prepared to proceed against your clients to recover costs associated with preparing and filing the aforementioned Rule 47 Petition, and to seek reimbursement from your clients for all other costs and fees (including attorneys fees) which may be occasioned by your clients' actions should they elect not to fully cooperate with us.

Sincerely,

SNELL & WILMER LLP

Howard I. Sobelman

cc: Robert Miller
Patrice Jacobson
Judith Rinearson

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